

# **KMS (UK) LTD**

**203 Victoria Street  
London SW1E 5NE**

## **EMPLOYEE HANDBOOK**

**REVISED 27/04/19**

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## **INTRODUCTION**

The success of any organisation and that of its employees depends very largely on the employees themselves, and so we look to you to play your part as we shall continue to play ours.

We provide equal opportunities and are committed to the principle of equality regardless of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, gender, marital status, sexual orientation, gender reassignment, age or disability. We will apply employment policies that are fair, equitable and consistent with the skills and abilities of our employees and the needs of the business. We look to your support in implementing these policies to ensure that all employees are accorded equal opportunity for recruitment, training and promotion and, in all jobs of like work, on equal terms and conditions of employment.

We will not condone any discriminatory act or attitude in the conduct of our business with the public or our employees. Acts of harassment or discrimination on the grounds of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, gender, marital status, sexual orientation, gender reassignment, age or disability are disciplinary offences.

We welcome you and express our sincere hope that you will be happy here in our team. We ask that you study carefully the contents of this Employee Handbook as, in addition to setting out our rules and regulations, it also contains a great deal of helpful information.

## **JOINING KMS**

### **A) PROBATIONARY PERIOD**

You join us on an initial probationary period of six months. During this period your work performance and general suitability will be assessed and, if it is satisfactory, your employment will continue. However, if your work performance is not up to the required standard, or you are considered to be generally unsuitable, we may either take remedial action (which may include the extension of your probationary period) or terminate your employment at any time. We reserve the right not to apply our full contractual capability and disciplinary procedures during your probationary period.

### **B) JOB DESCRIPTION**

You may be provided with a job description of the position to which you have been appointed but amendments may be made to your job description from time to time in relation to our changing needs and your own ability.

### **C) EMPLOYEE TRAINING**

At the commencement of your employment you will receive training for your specific job and an induction programme and as your employment progresses your skills may be extended to encompass new job activities within the business.

### **D) PERFORMANCE AND REVIEW**

Our policy is to monitor your work performance on a continuous basis so that we can maximise your strengths, and help you overcome any possible weaknesses.

**E) JOB FLEXIBILITY**

It is an express condition of employment that you are prepared, whenever necessary, to transfer to alternative departments or duties within our business. During holiday periods, etc. it may be necessary for you to take over some duties normally performed by colleagues. This flexibility is essential as the type and volume of work is always subject to change, and it allows us to operate efficiently and gain maximum potential.

**F) MOBILITY**

Although you are usually employed at one particular site, it is a condition of your employment that you are prepared, whenever applicable, to travel to any other of our client sites. This mobility is essential to the smooth running of our business.

## WAGES AND SALARIES ETC

### **A) ADMINISTRATION**

#### 1. Payment

- a. For fortnightly paid staff the pay weekends on Sunday midnight. Wages are available after 12 noon each Friday.
- b. For salaried staff the pay month is the calendar month. Basic salaries are paid by the last day of the current month and overtime/commission payments are paid one month in arrears.
- c. You will receive a payslip showing how the total amount of your pay has been calculated. It will also show the deductions which have been made and the reasons for them, e.g. Income Tax, National Insurance, etc.
- d. Any pay queries which you may have should be raised with your Supervisor.

#### 2. Overpayments

If you are overpaid for any reason, the total amount of the overpayment will normally be deducted from your next payment but if this would cause hardship, arrangements may be made for the overpayment to be recovered over a longer period.

#### 3. Income Tax and National Insurance

At the end of each tax year you will be given a form P60 showing the total pay you have received from us during that year and the amount of deductions for Income Tax and National Insurance. You may also be given a form P11D showing non-salary benefits. You should keep these documents in a safe place as you may need to produce them if making enquiries with the Inland Revenue or DSS, or if completing a self-assessment form. The law does not allow us to issue duplicate copies.

### **B) LATENESS/ABSENTEEISM**

1. You must attend for work punctually at the specified time(s) and you are required to comply strictly with any time recording procedures relating to your work.
2. All absences must be notified in accordance with the sickness reporting procedures laid down in this Employee Handbook.
3. If you arrive for work more than one hour late without having previously notified us, other arrangements may have been made to cover your duties and you may be sent off the premises for the remainder of the shift/day without pay.
4. Lateness or absence may result in disciplinary action and/or loss of appropriate payment.

**C) SHORTAGE OF WORK**

If there is a temporary shortage of work for any reason, we will try to maintain your continuity of employment even if this necessitates placing you on short time or having to lay you off work without pay other than statutory guarantee pay.

**D) MATERNITY/PATERNITY LEAVE AND PAY**

You are entitled to maternity/paternity leave and pay in accordance with the current statutory provisions. If you (or your partner) become pregnant you should notify the Area Manager/or Operations Manager at an early stage so that your entitlements and obligations can be explained to you.

**E) PARENTAL LEAVE**

If you are entitled to take parental leave in respect of the current statutory provisions, you should discuss your needs with the Area Manager or Operations Manager, who will identify your entitlements and look at the proposed leave periods dependent upon your child's/children's particular circumstances and the operational aspects of the business.

**F) TIME OFF FOR DEPENDANTS**

You may be entitled to take a reasonable amount of unpaid time off during working hours to take action which is necessary to provide help to your dependants. Should this be necessary you should discuss your situation with the Area Manager or Operations Manager, who, if appropriate, will agree the necessary time off.

**G) STAKEHOLDER PENSIONS**

We operate a stakeholder pension scheme which enables you to save for your retirement using your own money, together with tax relief and investment returns. You can build up a pension fund which you may use to buy a pension when you are older or retire. The scheme is operated separately to any other pension provision and it is at your discretion and risk whether or not you contribute. The pension provider details are available from the Area Manager or Operations Manager.

## **HOLIDAY ENTITLEMENT AND CONDITIONS**

### **A) ANNUAL HOLIDAYS**

1. Your holiday year begins on 1<sup>st</sup> April and ends on 31<sup>st</sup> March each year.
2. Your annual holiday entitlement is shown in your individual statement of main terms of employment
3. It is our policy to encourage you to take all of your holiday entitlement in the current holiday year. We do not permit holidays to be carried forward.

### **B) CONDITIONS APPLYING TO YOUR ANNUAL HOLIDAY ENTITLEMENT**

1. You should complete form HR for all holiday requests and have it signed by the Area Manager or Supervisor before making any firm holiday arrangements.
2. Holiday requests will only be considered if you present them on form HR and we will allocate agreed holiday dates on a "first come - first served" basis to ensure that operational efficiency and minimum staffing levels are maintained throughout the year.
3. You should give at least four week's notice of your intention to take holidays and one week's notice is required for odd single days.
4. You may not normally take more than two working weeks consecutively.
5. Your holiday pay will be at your normal basic pay unless shown otherwise on your statement of main terms of employment. Holiday pay calculations are based on the normal number of hours worked and normal non-guaranteed overtime.
6. You are required to reserve up to four days of your annual entitlement to take during the Christmas/New Year period. If you have not accrued sufficient holiday entitlement to cover this period you will be given unpaid leave of absence.
7. In the event of the termination of your employment any holidays accrued but not taken will be paid for. However, in the event of you having taken holidays in the current holiday year, which have not been accrued pro-rata, then the appropriate payments will be deducted from your final wages/salary. This is an express written term of your contract of employment.

### **C) PUBLIC/BANK HOLIDAYS**

Your entitlement to public/bank holidays and to any additional payment which may be made for working on a public/bank holiday is shown in your individual statement of main terms of employment

## **SICKNESS/INJURY PAYMENTS AND CONDITIONS**

### **A) NOTIFICATION OF INCAPACITY FOR WORK**

1. You must notify us by telephone on the first day of incapacity and at the earliest possible opportunity by at least one hour prior to the start of your shift.. Notification should be made personally (or if you are unable to do so, then by a relative, neighbour or friend), to your Supervisor or the Hotel Housekeeping Deputy. You should try to give some indication of your expected return date and notify us as soon as possible if this date changes.
2. If your incapacity extends to more than seven days you are required to notify us of your continued incapacity once a week thereafter, unless otherwise agreed.

### **B) EVIDENCE OF INCAPACITY**

1. Doctor's certificates are not issued for short term incapacity. In these cases of incapacity (up to seven calendar days) you must sign a self-certification absence form on your return to work.
2. If your sickness has been (or you know that it will be) for longer than seven days (whether or not they are working days) you should see your doctor and make sure he/she gives you a medical certificate and forward this to us without delay. Subsequently you must supply us with consecutive doctor's medical certificates to cover the whole of your absence.

### **C) PAYMENTS**

1. You are entitled to statutory sick pay (SSP) if you are absent because of sickness or injury provided you meet the criteria in the current SSP regulations. When you are absent for four or more consecutive days you will be paid SSP by us if you are eligible. This is treated like wages and is subject to normal deductions.
2. Qualifying days are the only days for which you are entitled to SSP. These days are normally your working days unless otherwise notified to you. The first three qualifying days of absence are waiting days for which SSP is not payable. Where a second or subsequent period of incapacity (of four days or more) occurs within 56 days of a previous period of incapacity, waiting days are not served again.
3. Where the circumstances of your incapacity are such that you receive or are awarded any sum by way of compensation or damages in respect of the incapacity from a third party, then any payments which we may have made to you because of the absence (including SSP) shall be repaid by you to us up to an amount not exceeding the amount of the compensation or damages paid by the third party.

### **D) RETURN TO WORK**

1. You should notify the Hotel Housekeeping Deputy or your Supervisor as soon as you know on which day you will be returning to work, if this differs from a date of return previously notified.
2. If you have been suffering from an infectious or contagious disease or illness such as



rubella or hepatitis you must not report for work without clearance from your own doctor.

3. On return to work after any period of sickness/injury absence (including absence covered by a medical certificate), you are also required to complete a self-certification absence form and hand this to your Supervisor.

4. Upon returning to work you will be interviewed by your Manager **or the Operations Manager** for the purposes of ascertaining your well-being and any prognosis of your condition.

#### **E) GENERAL**

1. Submission of a medical certificate or sickness self-certification absence form, although giving us the reason for your absence, may not always be regarded by us as sufficient justification for accepting your absence. Sickness is just one of a number of reasons for absence and although it is understandable that if you are sick you may need time off, continual or repeated absence through sickness may not be acceptable to us.

2. In deciding whether your absence is acceptable or not we will take into account the reasons and extent of all your absences, including any absence caused by sickness. We cannot operate with an excessive level of absence as all absence, for whatever reason, reduces our efficiency.

3. We will take a serious view if you take sickness/injury leave which is not genuine, and it will result in disciplinary action being taken.

4. If we consider it necessary, we may ask your permission to contact your doctor or for you to be independently medically examined.

## **SAFEGUARDS**

### **A) RIGHTS OF SEARCH**

1. We have the contractual right to carry out searches of employees and their property (including vehicles) whilst they are on our premises or business. These searches are random and do not imply suspicion in relation to any individual concerned.
2. If this should happen, if practicable you will be accompanied by a third party who is on the premises at the time a search is taking place, or at the time that any further questioning takes place.
3. You may be asked to remove the contents of your pockets, bags, vehicles, etc.
4. Whilst you have the right to refuse to be searched, refusal by you to agree to being searched will constitute a breach of contract, which could result in your dismissal.
5. We reserve the right to call in the police at any stage.

### **B) CONFIDENTIALITY**

1. All information that:-
  - a. is or has been acquired by you during, or in the course of your employment, or has otherwise been acquired by you in confidence,
  - b. relates particularly to our business, or that of other persons or bodies with whom we have dealings of any sort, and
  - c. has not been made public by, or with our authority,shall be confidential, and (save in the course of our business or as required by law) you shall not at any time, whether before or after the termination of your employment, disclose such information to any person without our written consent.
2. You are to exercise reasonable care to keep safe all documentary or other material containing confidential information, and shall at the time of termination of your employment with us, or at any other time upon demand, return to us any such material in your possession.

### **C) COPYRIGHT**

All written material, whether held on paper, electronically or magnetically which was made or acquired by you during the course of your employment with us, is our property and our copyright. At the time of termination of your employment with us, or at any other time upon demand, you shall return to us any such material in your possession.

### **D) STATEMENTS TO THE MEDIA**

Any statements to reporters from newspapers, radio, television, etc. in relation to our business will be given only by the General Manager

## **STANDARDS**

### **A) WASTAGE**

1. We maintain a policy of "minimum waste" which is essential to the cost-effective and efficient running of all our operations.
2. You are able to promote this policy by taking extra care during your normal duties by avoiding unnecessary or extravagant use of services, time, energy, etc., and the following points are illustrations of this:-
  - a. Handle machines, equipment and stock with care.
  - b. Turn off any unnecessary lighting and heating. Keep doors closed whenever possible.
  - c. Start with the minimum of delay after arriving for work and after breaks.
3. The following provision is an express written term of your contract of employment:-
  - a. Any damage to vehicles, stock or property (including non-statutory safety equipment) that is the result of your carelessness, negligence or deliberate vandalism will render you liable to pay the full or part of the cost of repair or replacement.
  - b. Any loss to us that is the result of your failure to observe rules, procedures or instruction, or is as a result of your negligent behaviour or your unsatisfactory standards of work will render you liable to re-imburse to us the full or part of the cost of the loss.
  - c. In the event of an at fault accident whilst driving one of our vehicles you may be required to pay the cost of the insurance excess up to a maximum of £500.00.
4. In the event of failure to pay, we have the contractual right to deduct such costs from your pay.

### **B) STANDARDS OF DRESS**

As you are liable to come into contact with customers and members of the public, it is important that you present a professional image with regard to appearance and standards of dress. Where uniforms are provided, these must be worn at all times whilst at work and laundered on a regular basis. Where uniforms are not provided, you should wear clothes appropriate to your job responsibilities, and they should be kept clean and tidy at all times.

### **C) HOUSEKEEPING**

Both from the point of view of safety and of appearance, work areas must be kept clean and tidy at all times.

## **SAFETY, WELFARE AND HYGIENE**

### **A) SAFETY**

1. You should make yourself familiar with our Health and Safety Policy and your own health and safety duties and responsibilities, as shown separately.
2. You must not take any action which could threaten the health or safety of yourself, other employees, customers or members of the public.
3. Protective clothing and other equipment which may be issued for your protection because of the nature of your job must be worn and used at all appropriate times. Failure to do so could be a contravention of your health and safety responsibilities. Once issued, this protective wear/equipment is your responsibility.
4. You should report all accidents at work, no matter how minor in the accident book, which can be found in the Office of the Hotels or Main Office.

### **B) REFRESHMENT MAKING FACILITIES/VENDING MACHINE**

Where we provide refreshment making facilities and vending machine for your use, they must be kept clean and tidy at all times. Both the refreshment making facilities and the vending machine may only be used during authorised breaks.

### **C) SMOKING POLICY**

Our smoking policy of no smoking except in designated areas must be observed at all times.

### **D) ALCOHOL & DRUGS POLICY**

Under legislation we, as your employer, have a duty to ensure so far as is reasonably practicable, the health and safety and welfare at work of all our employees and similarly you have a responsibility to yourself and your colleagues. The use of alcohol and drugs may impair the safe and efficient running of the business and/or the health and safety of our employees.

The effects of alcohol and drugs can be numerous:-  
(these are examples only and not an exhaustive list)

- a. absenteeism (e.g. unauthorised absence, lateness, excessive levels of sickness, etc.)
- b. higher accident levels (e.g. at work, elsewhere, driving to and from work)
- c. work performance (e.g. difficulty in concentrating, tasks taking more time, making mistakes, etc.).

If your performance or attendance at work is affected as a result of alcohol or drugs, or we believe you have been involved in any drug related action/offence, you may be subject to disciplinary action and, dependent on the circumstances, this may lead to your dismissal.

**E) HYGIENE**

1. Any exposed cut or burn must be covered with a first-aid dressing.
2. If you are suffering from an infectious or contagious disease or illness such as rubella or hepatitis you must not report for work without clearance from your own doctor.
3. Contact with any person suffering from an infectious or contagious disease must be reported before commencing work.

**F) HYGIENE FOR FOOD HANDLERS**

1. You must wash your hands immediately before commencing work and after using the toilet.
2. Any cut or burn on the hand or arm must be covered with an approved dressing.
3. Head coverings or beards and overalls/uniforms, where provided, must be worn at all times.
4. No jewellery should be worn, other than wedding rings, without the permission of your Supervisor.
5. You should not wear excessive amounts of make-up or perfume and nail varnish should not be worn.
6. If you are suffering from an infectious or contagious disease or illness, or have a bowel disorder, boils, skin or mouth infection, you must not report for work without clearance from your own doctor.
7. Contact with any person suffering from an infectious or contagious disease must be reported and you must have clearance from your own doctor before commencing work.

## **GENERAL TERMS OF EMPLOYMENT, INFORMATION AND PROCEDURES**

### **A) CHANGES IN PERSONAL DETAILS**

You must notify us of any change of name, address, telephone number, etc., so that we can maintain accurate information on our records and make contact with you in an emergency, if necessary, outside normal working hours.

### **B) OTHER EMPLOYMENT**

If you already have any other employment or are considering any additional employment you should notify us so that we can discuss any implications arising from the current working time legislation.

### **C) TIME OFF**

Circumstances may arise where you need time off for medical/dental appointments, or for other reasons. Where possible, such appointments should be made outside normal working hours. If this is not possible, time off required for these purposes may be granted at the discretion of your Supervisor and will normally be without pay.

### **D) BEREAVEMENT LEAVE**

Individuals' reactions to bereavement vary greatly and the setting of fixed rules for time off is therefore inappropriate. You should discuss your circumstances with the Area Manager and agree appropriate time off, which will normally be with pay.

### **E) COMMUNICATIONS**

We will try to keep you informed about items of interest by means of our notice board. You should use this, if you wish (with permission), to promote any particular item of interest to other employees.

### **F) EMPLOYEES' PROPERTY**

We do not accept liability for any loss of, or damage to, property which you bring onto the premises. You are requested not to bring personal items of value onto the premises and, in particular, not to leave any items overnight.

### **G) LOST PROPERTY**

Articles of lost property should be handed to your Supervisor who will retain them whilst attempts are made to discover the owner.

### **H) PARKING**

To avoid congestion, all vehicles must be parked only in the designated parking areas. No liability is accepted for damage to private vehicles, however it may be caused.

### **I) MAIL**

All mail received by us will be opened, including that addressed to employees. Private mail, therefore, should not be sent care of our address. No private mail may be posted at our expense except in those cases where a formal re-charge arrangement has been made.

**J) TELEPHONE CALLS/ MOBILE PHONES**

Telephones are essential for our business. Personal telephone calls are allowed only in the case of emergency and with the prior permission of your Supervisor. Personal mobile phones should be switched off during working hours.

**K) BUYING OR SELLING OF GOODS**

You are not allowed to buy or sell goods on your own behalf on our premises.

**L) COLLECTIONS FROM EMPLOYEES**

Unless specific authorisation is given by your Area Manager, no collections of any kind are allowed on our premises.

**M) FRIENDS AND RELATIVES CONTACT**

You should discourage your friends and relatives from either calling on you in person or by telephone except in an emergency.

**N) CASH HANDLING**

You are responsible for any cash (float etc) that is given to you. Any shortage in cash that you are responsible for must be made good by you and may be deducted from any monies due to you. This is an express term of your contract of employment.

**O) COMPANY MOBILE PHONES**

Where the company provides Mobile phones for business purposes only. They may only be used in the case of an emergency. Any excessive personal use may be recharged back to you in line with current employment legislation.

**O) CLIENT RELATIONS**

We provide services to clients and you are employed to do work on behalf of our clients, sometimes on their own premises. Because of this relationship our clients may from time to time request that an individual be removed from a job in accordance with their contract with us. In such circumstances we will investigate the reasons for such requests. However, if our client maintains their stance we will then take all reasonable steps to ensure that alternative work is provided. If this is not possible we may have no alternative but to terminate your employment. This procedure is separate from any concurrent disciplinary matter which may need to be addressed.

**P) BEHAVIOUR AT WORK**

1. You should behave with civility towards fellow employees, and no rudeness will be permitted towards customers or members of the public. Objectionable or insulting behaviour, or bad language will render you liable to disciplinary action.
2. You should use your best endeavors to promote the interest of the business and shall, during normal working hours, devote the whole of your time, attention and abilities to the business and its affairs.
3. Any involvement in activities which could be construed as being in competition with us is not allowed.

All reasonable instructions from your Manager/Supervisor are to be carried out.

### **MAKING A PROTECTED DISCLOSURE**

If you believe the company is failing in certain areas as listed below, you have legal protection against making a disclosure about us. This is commonly referred to as “Whistle Blowing”

The law prescribes certain disclosures as qualifying disclosures. A ‘qualifying disclosure’ is where it can be shown that a relevant failure has occurred that relates to:-

- a. committing a criminal offence
- b. failing to comply with a legal obligation
- c. a miscarriage of justice
- d. endangering the health and safety of an individual
- e. environmental damage
- f. concealing any information relating to the above

The legislation is designed to protect you from dismissal or suffering any detriment for ‘whistle blowing’.

You should in the first instance report any concern you may have to the Owner. If you are not satisfied with the explanation or reason given to you, you should raise the matter with the appropriate external organisation or body, e.g the Police, the Environmental Agency, the Health and Safety Executive.



## **CAPABILITY AND CAPABILITY DISMISSAL PROCEDURES**

### **A) INTRODUCTION**

We recognise that during your employment with us your capability to carry out your duties may deteriorate. This can be for a number of reasons, the most common ones being that either the job changes over a period of time and you fail to keep pace with the changes, or you change (most commonly because of health reasons) and you can no longer cope with the work.

### **B) JOB CHANGES**

1. If the nature of your job changes we will make every effort to ensure that you understand the level of performance expected of you and that you receive adequate training and supervision. If we have concerns regarding your capability these will be discussed in an informal manner and you will be given time to improve.

2. If your standard of performance is still not adequate you will be warned in writing that a failure to improve and to maintain the performance required could lead to your dismissal. We will also consider the possibility of a transfer to more suitable work if possible.

3. If there is still no improvement after a reasonable time and we cannot transfer you to more suitable work, you will be issued with a final warning that you will be dismissed unless the required standard of performance is achieved and maintained.

4. If such improvement is not forthcoming after an agreed period of time, you will be dismissed.

### **C) PERSONAL CIRCUMSTANCES**

1. Personal circumstances may arise which do not prevent you from attending for work but which prevent you from carrying out your normal duties (e.g. a lack of dexterity or general ill health). If such a situation arises, we will normally need to have details of your medical diagnosis and prognosis so that we have the benefit of expert advice. Under normal circumstances this can be most easily obtained by asking your own doctor for a medical report. Your permission is needed before we can obtain such a report and we will expect you to co-operate in this matter should the need arise. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

2. There may also be personal circumstances which prevent you from attending work, either for a prolonged period(s) or for frequent short absences. Under these circumstances we will need to know when we can expect your attendance record to reach an acceptable level and again this can usually be most easily obtained by asking your own doctor for a medical report. When we have obtained as much information as possible regarding your condition and after consultation with you, a decision will be made about your future employment with us in your current role or, where circumstances permit, in a more suitable role.

**D) SHORT SERVICE STAFF**

We retain discretion in respect of the capability procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service, you may not be in receipt of any warnings before dismissal but you will retain the right to a hearing and you will have the right to appeal.

## **DISCIPLINARY AND DISCIPLINARY DISMISSAL PROCEDURES**

### **A) INTRODUCTION**

1. It is necessary to have a minimum number of rules in the interests of the whole organisation.
2. The rules set standards of performance and behaviour whilst the procedures are designed to help promote fairness and order in the treatment of individuals. It is our aim that the rules and procedures should emphasise and encourage improvement in the conduct of individuals, where they are failing to meet the required standards, and not be a means of punishment.
3. Every effort will be made to ensure that any action taken under this procedure is fair, with you being given the opportunity to state your case and appeal against any decision that you consider to be unjust.
4. The following rules and procedures should ensure that:-
  - a. the correct procedure is used when inviting you to a disciplinary hearing
  - b. you are fully aware of the standards of performance, action and behaviour required of you
  - c. disciplinary action, where necessary, is taken speedily and in a fair, uniform and consistent manner
  - d. you will only be disciplined after careful investigation of the facts and the opportunity to present your side of the case. On some occasions temporary suspension on full pay may be necessary in order that an uninterrupted investigation can take place. This must not be regarded as disciplinary action or a penalty of any kind
  - e. other than for an "off the record" informal reprimand, you have the right to be accompanied by a fellow employee or trade union official, who may act as a witness or speak on your behalf, at all stages of the formal disciplinary process
  - f. you will not normally be dismissed for a first breach of discipline, except in the case of gross misconduct
  - g. if you are disciplined, you will receive an explanation of the penalty imposed and you will have the right to appeal against the finding and the penalty.

### **B) DISCIPLINARY RULES**

It is not practicable to specify all disciplinary rules or offences which may result in disciplinary action, as they may vary depending on the nature of the work. In addition to the specific examples of unsatisfactory conduct, misconduct and gross misconduct shown in this handbook, a breach of other conditions, procedures, rules etc. within this handbook will also result in the disciplinary procedure being used to deal with such matters.

**C) RULES COVERING UNSATISFACTORY CONDUCT AND MISCONDUCT**  
(these are examples only and not an exhaustive list)

1. You will be liable to disciplinary action if you are found to have acted in any of the following ways:-

- a. failure to abide by the general health and safety rules and procedures
- b. smoking in designated non smoking areas
- c. consumption of alcohol on the premises without permission
- d. persistent absenteeism and/or lateness
- e. unsatisfactory standards or output of work
- f. rudeness towards customers, members of the public or other employees, objectionable or insulting behaviour, harassment, bullying or bad language
- g. failure to devote the whole of your time, attention and abilities to our business and its affairs during your normal working hours
- h. unauthorised use of E-mail and Internet
- i. failure to carry out all reasonable instructions or follow our rules and procedures
- j. unauthorised use or negligent damage or loss of our property
- k. failure to report immediately any damage to property or premises caused by you
- l. use of our vehicles without approval or the private use of our commercial vehicles without authorisation
- m. failure to report any incident whilst driving our vehicles, whether or not personal injury or vehicle damage occurs
- n. if your work involves driving, failure to report immediately any type of driving conviction or summons which may lead to your conviction
- o. carrying unauthorised goods or passengers in our commercial vehicles or the use of our vehicles for personal gain
- p. loss of driving licence where driving on public roads forms an essential part of the duties of the post.

**D) SERIOUS MISCONDUCT**

1. Where one of the unsatisfactory conduct or misconduct rules has been broken and if, upon investigation, it is shown to be due to your extreme carelessness or has a serious or substantial effect upon our operation or reputation, you may be issued with a final written

warning in the first instance.

2. You may receive a final written warning as the first course of action if in an alleged gross misconduct disciplinary matter, upon investigation, it is shown to have some level of mitigation and is treated as an offence just short of dismissal.

**E) RULES COVERING GROSS MISCONDUCT**  
(these are examples only and not an exhaustive list)

1. You will be liable to summary dismissal if you are found to have acted in any of the following ways:-

- a. grossly indecent or immoral behaviour, deliberate acts of unlawful discrimination or serious acts of harassment
- b. dangerous behaviour, fighting or physical assault
- c. incapacity at work or poor performance caused by intoxicants or drugs
- d. possession, supply or use of illicit drugs
- e. deliberate falsification of any records (including time sheets, absence records and so on, in respect of yourself or any fellow employee)
- f. undertaking private work on the premises and/or in working hours without express permission
- g. working in competition with us
- h. taking part in activities which result in adverse publicity to ourselves, or which cause us to lose faith in your integrity
- i. theft or unauthorised possession of money or property, whether belonging to us, another employee, or a third party
- j. destruction/sabotage of our property, or any property on the premises
- k. serious breaches of the health and safety rules which endanger the lives of employees, or any other person
- l. gross insubordination and/or continuing refusal to carry out legitimate instructions
- m. abuse of the personal harassment policy.
- n. breach of confidentiality rules

**F) DISCIPLINARY PROCEDURE**

1. Disciplinary action taken against you will be based on the following procedure:-

OFFENCE	FIRST OCCASION	SECOND OCCASION	THIRD OCCASION	FOURTH OCCASION
Unsatisfactory Conduct	Formal verbal warning	Written warning	Final written warning	Dismissal
Misconduct	Written warning	Final written warning	Dismissal	
Serious Misconduct	Final written warning	Dismissal		
Gross Misconduct	Dismissal			

2. We retain discretion in respect of the disciplinary procedures to take account of your length of service and to vary the procedures accordingly. If you have a short amount of service you may not be in receipt of any warnings before dismissal but you will retain the right to a disciplinary hearing and you will have the right of appeal.

3. If a disciplinary penalty is imposed it will be in line with the procedure outlined above, which may encompass a formal verbal warning, written warning, final written warning, or dismissal, and full details will be given to you.

4. In all cases warnings will be issued for misconduct, irrespective of the precise matters concerned, and any further breach of the rules in relation to similar or entirely independent matters of misconduct will be treated as further disciplinary matters and allow the continuation of the disciplinary process through to dismissal if the warnings are not heeded.

**G) PERIOD OF WARNINGS**

1. Formal verbal warning

A formal verbal warning will normally be disregarded after a six month period.

2. Written warning

A written warning will normally be disregarded after a 12 month period.

3. Final written warning

A final written warning will normally be disregarded after a 12 month period.

**H) GENERAL NOTES**

1. If you are in a supervisory or managerial position then demotion to a lower status at the appropriate rate may be considered as an alternative to dismissal except in cases of gross misconduct.

2. In exceptional circumstances, suspension from work without pay for up to five days as an alternative to dismissal (except dismissal for gross misconduct) may be considered by the person authorised to dismiss.

3. Gross misconduct offences will result in dismissal without notice.
4. You have the right to appeal against any disciplinary action.

## **CAPABILITY/DISCIPLINARY APPEAL PROCEDURE**

1. You have the right to lodge an appeal in respect of any capability/disciplinary action taken against you.
2. If you wish to exercise this right you should apply either verbally or in writing to the person indicated in your individual Statement of Main Terms of Employment.
3. It may be necessary, because of the size of our organisation, for the appeal to be heard by the person who took the original action and it is therefore important that your appeal gives details of why the penalty imposed is either too severe, inappropriate or unfair in the circumstances.
4. If you are appealing on the grounds that you have not committed the offence, it may be necessary for the person conducting the appeal to have a complete re-hearing so that there can be a reappraisal of all matters before a decision is made to grant or refuse the appeal.
5. You may be accompanied at the appeal hearing by a fellow employee of your choice, who may act as a witness or speak on your behalf, and the result of the appeal will be made known to you in writing within five working days after the hearing. This is the final stage of the appeal process.

### **GENERAL DISMISSAL AND APPEAL PROCEDURES**

This section of the Employee Handbook does not form part of your Contract of Employment but the procedures set out below may apply, where legally required, in the specific circumstances described in your individual Statement of Main Terms of Employment.

*Step 1: Statement of grounds for action and invitation to meeting.*

- Your alleged conduct or characteristics, or other circumstances, which lead us to contemplate dismissing or taking disciplinary action against you, will be set out in writing.
- This statement, or a copy of it, will be sent to you and you will be invited to attend a meeting to discuss the matter.

*Step 2: Meeting.*

- The meeting will take place before action is taken, except in the case where disciplinary action consists of suspension.
- The meeting will not take place unless:
  - a. you have been informed what the basis was for including in the statement, under Step 1, the ground or grounds in it; and
  - b. you have had a reasonable opportunity to consider your response to that information.
- You must take all reasonable steps to attend the meeting.



- After the meeting, you will be informed of the decision and notified of the right to appeal against the decision if you are not satisfied with it.

*Step 3: Appeal.*

- If you wish to appeal, you must inform us.
- If you inform us of your wish to appeal, you will be invited to attend a further meeting.
- You must take all reasonable steps to attend the meeting.
- The appeal meeting need not take place before the dismissal or disciplinary action takes effect.
- After the appeal meeting you will be informed of the final decision.

General Requirements:

The following requirements will be adhered to in respect of the above procedures (so far as applicable):

- Each step and action under the procedure will be taken without unreasonable delay.
- Timing and location of meetings will be reasonable.
- Meetings will be conducted in a manner that enables both parties to explain their cases.
- In the case of appeal meetings, which are not the first meeting, we will, so far as is reasonably practicable, be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).

## **GRIEVANCE PROCEDURE**

1. It is important that if you feel dissatisfied with any matter relating to your employment you should have an effective means by which such a grievance can be aired and, where appropriate, resolved.
2. Nothing in this procedure is intended to prevent you from informally raising any matter you may wish to mention. Informal discussion can frequently solve problems without the need for a written record. However, if you wish to raise a formal grievance you should normally do so in writing from the outset. Whilst we will give the same consideration to any grievance that you raise verbally, provided that you make it clear that you wish it to be treated formally, you should be aware that, in most circumstances, the law requires you to provide us with written details of your grievance before taking certain types of legal action.
3. You have the right to be accompanied at any stage of the procedure by a fellow employee who may act as a witness or speak on your behalf to explain the situation more clearly.
4. If you feel aggrieved at any matter relating to your work (except personal harassment, for which there is a separate procedure following this section), you should first raise the matter with the person specified in your Statement of Main Terms of Employment, explaining fully the nature and extent of your grievance. You will then be invited to a meeting at a reasonable time and location at which your grievance will be investigated fully. You must take all reasonable steps to attend this meeting. You will be notified of the decision, in writing, normally within ten working days of the meeting, including your right of appeal.
5. If you wish to appeal you must inform your Manager within five working days. You will then be invited to a further meeting, which you must take all reasonable steps to attend. As far as reasonably practicable, the company will be represented by a more senior manager than attended the first meeting (unless the most senior manager attended that meeting).
6. Following the appeal meeting you will be informed of the final decision, normally within ten working days, which will be confirmed in writing.

## **PERSONAL HARASSMENT POLICY AND PROCEDURE**

### **A) INTRODUCTION**

1. Many people in our society are victimised and harassed as a result of their race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability.
2. Personal harassment takes many forms ranging from tasteless jokes and abusive remarks to pestering for sexual favours, threatening behaviour and actual physical abuse. Whatever form it takes, personal harassment is always taken seriously and is totally unacceptable.
3. We recognise that personal harassment can exist in the workplace, as well as outside, and that this can seriously affect employees' working lives by interfering with their job

performance or by creating a stressful, intimidating and unpleasant working environment.

## **B) POLICY**

1. We deplore all forms of personal harassment and seek to ensure that the working environment is sympathetic to all our employees.
2. We have published these procedures to inform employees of the type of behaviour that is unacceptable and provide employees who are the victims of personal harassment with a means of redress.
3. We recognise that we have a duty to implement this policy and all employees are expected to comply with it.

## **C) EXAMPLES OF PERSONAL HARASSMENT**

1. Personal harassment takes many forms and employees may not always realise that their behaviour constitutes harassment. Personal harassment is unwanted behaviour by one employee towards another and examples of harassment include:
  - a. insensitive jokes and pranks;
  - b. lewd or abusive comments about appearance;
  - c. deliberate exclusion from conversations;
  - d. displaying abusive or offensive writing or material;
  - e. unwelcome touching; and
  - f. abusive, threatening or insulting words or behaviour.

These examples are not exhaustive and disciplinary action at the appropriate level will be taken against employees committing any form of personal harassment.

## **D) COMPLAINING ABOUT PERSONAL HARASSMENT**

### **1. Informal complaint**

We recognise that complaints of personal harassment, and particularly of sexual harassment, can sometimes be of a sensitive or intimate nature and that it may not be appropriate for you to raise the issue through our normal grievance procedure. In these circumstances you are encouraged to raise such issues with a senior colleague of your choice (whether or not that person has a direct supervisory responsibility for you) as a confidential helper. This person cannot be a Director, who will be responsible for investigating the matter if it becomes a formal complaint.

If you are the victim of minor harassment you should make it clear to the harasser on an informal basis that their behaviour is unwelcome and ask the harasser to stop. If you feel unable to do this verbally then you should hand a written request to the harasser, and your confidential helper can assist you in this.

## 2. Formal complaint

Where the informal approach fails or if the harassment is more serious, you should bring the matter to the attention of a Director as a formal written complaint and again your confidential helper can assist you in this. If possible, you should keep notes of the harassment so that the written complaint can include:-

- a. the name of the alleged harasser;
- b. the nature of the alleged harassment;
- c. the dates and times when the alleged harassment occurred;
- d. the names of any witnesses; and
- e. any action already taken by you to stop the alleged harassment.

On receipt of a formal complaint we will take action to separate you from the alleged harasser to enable an uninterrupted investigation to take place. This may involve a temporary transfer of the alleged harasser to another work area or suspension with pay until the matter has been resolved.

The person dealing with the complaint will invite you to attend a meeting, at a reasonable time and location, to discuss the matter and carry out a thorough investigation. You have the right to be accompanied at such a meeting by your confidential helper or another work colleague of your choice and you must take all reasonable steps to attend. Those involved in the investigation will be expected to act in confidence and any breach of confidence will be a disciplinary matter.

On conclusion of the investigation which will normally be within ten working days of the meeting with you, a draft report of the findings and of the investigator's proposed decision will be sent, in writing, to you and to the alleged harasser.

If you or the alleged harasser are dissatisfied with the draft report or with the proposed decision this should be raised with the investigator within five working days of receiving the draft. Any points of concern will be considered by the investigator before a final report is sent, in writing, to you and to the alleged harasser. You have the right to appeal against the findings of the investigator in accordance with the appeal provisions of the grievance procedure.

### **E) GENERAL NOTES**

1. If the report concludes that the allegation is well founded, the harasser will be liable to disciplinary action in accordance with our disciplinary and disciplinary dismissal procedure. An employee who receives a formal warning or who is dismissed for harassment may appeal by using our capability/disciplinary appeal procedure.

2. If you bring a complaint of harassment you will not be victimised for having brought the complaint. However if the report concludes that the complaint is both untrue and has been brought with malicious intent, disciplinary action will be taken against you.

## **EQUAL OPPORTUNITIES POLICY**

### **A) STATEMENT OF POLICY**

1. We recognise that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
2. The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religious belief, political opinion or affiliation, sex, marital status, sexual orientation, gender reassignment, age or disability.
3. We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
4. The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
5. The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
6. We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

### **B) RECRUITMENT AND SELECTION**

1. The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
2. Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
3. Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.
4. We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
5. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
6. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.
7. All employees involved in the recruitment process will periodically review their

selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.

8. Short listing and interviewing will be carried out by more **than one person where possible**.

9. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.

10. We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.

11. Selection decisions will not be influenced by any perceived prejudices of other staff.

### **C) TRAINING AND PROMOTION**

1. Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.

2. All promotion will be in line with this policy.

### **D) MONITORING**

1. We will maintain and review the employment records of all employees in order to monitor the progress of this policy.

2. Monitoring may involve:-

a. the collection and classification of information regarding the race in terms of ethnic/national origin and sex of all applicants and current employees;

b. the examination by ethnic/national origin and sex of the distribution of employees and the success rate of the applicants; and

c. recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.

3. The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

## **TERMINATION OF EMPLOYMENT**

### **A) RETIREMENT**

The normal age for retirement is 65, and it is our policy for employees to retire at the end of the week in which their 65th birthday falls. In certain circumstances consideration may be given to fresh employment being offered to you after retirement. Such offers will be totally at the discretion of the General Manager.

## **B) TERMINATING EMPLOYMENT WITHOUT GIVING NOTICE**

If you terminate your employment without giving or working the required period of notice, as indicated in your individual statement of main terms of employment, you will have an amount equal to any additional cost of covering your duties during the notice period not worked deducted from any termination pay due to you. This is an express written term of your contract of employment.

## **C) RETURN OF OUR PROPERTY**

On the termination of your employment you must return all our property which is in your possession or for which you have responsibility. Failure to return such items will result in the cost of the items being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

## **D) RETURN OF VEHICLES**

On termination of your employment you must return any company vehicle to our premises. Failure to return the vehicle will result in the cost of its recovery being deducted from any monies outstanding to you. This is an express written term of your contract of employment.

## **E) GARDEN LEAVE**

Once either side has given notice of termination of employment, we may, at any time and for any period, require you to cease performing your job and/or exclude you from entering any of our premises. During such periods of garden leave, we will continue to pay your wage/salary and provide all benefits that form part of your contract of employment.

## **F) UNIFORMS**

The company provides uniforms for which you are required to pay on actual deposit. On leaving the company and returning them, the deposit will be repaid, details of which are shown separately.

## **G) TRAINING AGREEMENT**

The company wishes to encourage its employees to develop and train in their future careers within the organisation. The company therefore has a Training Agreement in place, details of which will be issued separately.

## **ADDITIONAL EMPLOYEE BENEFITS**

KMS is a responsible and caring employer. We are always looking at ways of encouraging our colleagues to give their best at work and to show our appreciation for their efforts.

Additional benefits for employees who excel may include

- Employee of the Month awards.
- One-off bonus payments
- Employee of the year awards

There is always to prospect of promotion for employees. Nearly all of the existing KMS management team started work with the company at room attendant level.

On occasions, KMS employees may transfer to hotel employment in non-housekeeping positions with the approval of the company.